

ALEXANDER B. CVITAN (SBN 81746)
E-mail: alc@rac-law.com
MARSHA M. HAMASAKI (SBN 102720)
E-mail: marshah@rac-law.com
PETER A. HUTCHINSON (SBN 225399)
E-mail: peterh@rac-law.com
REICH, ADELL & CVITAN, A Professional Law Corporation
3550 Wilshire Blvd., Suite 2000
Los Angeles, California 90010-2421
Telephone: (213) 386-3860; Facsimile: (213) 386-5583
Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CONSTRUCTION LABORERS
TRUST FUNDS FOR SOUTHERN
CALIFORNIA ADMINISTRATIVE
COMPANY, a Delaware limited
liability company,

Plaintiff,

v.

AMERI-CORE CONCRETE
SAWING, INC., a California
corporation; DAVID JOHN
DUMAS, an individual; BUSINESS
ALLIANCE INSURANCE
COMPANY, a California
corporation; OLD REPUBLIC
SURETY COMPANY, a Wisconsin
corporation; ATHENA
ENGINEERING, INC., a California
corporation, AMERICAN
CONTRACTORS INDEMNITY
COMPANY, a California
corporation,

Defendants.

CASE NO.:

COMPLAINT FOR:

- 1. MONETARY DAMAGES DUE TO
EMPLOYEE BENEFIT PLANS
PURSUANT TO AGREEMENTS**
- 2. MONETARY DAMAGES FOR
BREACH OF SETTLEMENT
AGREEMENT**
- 3. MONETARY DAMAGES
THROUGH ENFORCEMENT OF
LICENSE BOND**
- 4. MONETARY DAMAGES
THROUGH ENFORCEMENT OF
PAYMENT BONDS**
- 5. SPECIFIC PERFORMANCE OF
OBLIGATION TO PRODUCE
RECORDS FOR AUDIT**

[29 U.S.C. §§ 185, 1132(a)(3), 1132(g)
and 1145; 28 U.S.C. § 1367(a)]

Plaintiff, Construction Laborers Trust Funds for Southern California
Administrative Company, a Delaware limited liability company, alleges:

JURISDICTION AND VENUE

1
2
3 1. This action is brought by a fiduciary administrator on behalf of
4 employee benefit plans against an employer, one of its officers, its license bond
5 surety, two payment bond sureties, and one of the employer's general contractors. It
6 is brought to: (a) enforce of the terms of collective bargaining agreements and plan
7 trust agreements to recover fringe benefit contributions and related damages due by
8 the employer on behalf of its employees (Claim 1); (b) enforce the terms of a
9 settlement agreement between the plans, the employer and the officer covering a
10 portion of the amount due (Claim 2); (c) enforce a claim against the employer's
11 license bond covering a portion of the amount due (Claim 3); (d) enforce claims
12 against three payment bonds covering portions of the amount due (Claims 4, 5
13 and 6); and (e) compel the employer to produce records for audit to determine if
14 additional amounts are due (Claim 7). This Court has jurisdiction over Claims 1, 2
15 and 7 pursuant to sections 502(g)(2) and 515 of the Employee Retirement Income
16 Security Act (ERISA), 29 U.S.C. §§ 1132(g)(2) and 1145; section 502(a)(3) of
17 ERISA, 29 U.S.C. § 1132(a)(3); and section 301 of the Labor Management Relations
18 Act (LMRA), 29 U.S.C. § 185. This Court has supplemental jurisdiction over
19 Claims 3, 4, 5 and 6 (and Claim 2 to any extent jurisdiction does lie under the above-
20 referenced statutes) pursuant to 28 U.S.C. § 1367(a). Pursuant to ERISA section
21 502(e)(2), 29 U.S.C. § 1132(e)(2), venue is proper in this district for each of the
22 following reasons: the plans are administered in this district; the employer's
23 performance and breach took place in this district; and the employer resides or may
24 be found in this district.

PARTIES

25
26
27
28 2. Plaintiff ("CLTF") is an administrator of, agent for collection for, a

1 fiduciary to, and brings this action on behalf of the following employee benefit
2 plans: Laborers Health and Welfare Trust Fund for Southern California;
3 Construction Laborers Pension Trust for Southern California; Laborers Annuity Plan
4 for Southern California; Laborers Vacation, Holiday and Sick Pay Trust Fund;
5 Laborers Training and Re-Training Trust Fund for Southern California; Fund for
6 Construction Industry Advancement; Center for Contract Compliance; Laborers
7 Contract Administration Trust Fund for Southern California; Laborers' Trusts
8 Administrative Trust Fund for Southern California; and Southern California
9 Partnership for Jobs Trust Fund (collectively "Trust Funds"). The Trust Funds are
10 express trusts created by written agreements; employee benefit plans within the
11 meaning of ERISA section 3(3), 29 U.S.C. § 1002(3); and multi-employer plans
12 within the meaning of ERISA section 3(37)(A), 29 U.S.C. § 1002(37)(A). The Trust
13 Funds exist pursuant to ERISA and LMRA section 302, 29 U.S.C. § 186. CLTF and
14 the Trust Funds' principal places of business are in the County of Los Angeles, State
15 of California.

16
17 3. CLTF is informed and believes, and on that basis alleges, that defendant
18 Ameri-Core Concrete Sawing, Inc. ("Employer") is a corporation organized and
19 existing under the laws of the State of California; has a principal place of business in
20 the City of Yucaipa, County of San Bernardino, State of California; and does, or at
21 all relevant times did, business in the State of California as a construction contractor
22 in an industry affecting interstate commerce.

23
24 4. CLTF is informed and believes, and on that basis alleges, that David
25 John Dumas ("Principal") is an individual who resides in the County of San
26 Bernardino, State of California and is the secretary, chief financial officer or other
27 officer or managing agent of the Employer, and has been such an officer at all times
28 since at least August 1, 2016.

1 5. CLTF is informed and believes, and on that basis alleges, that defendant
2 Business Alliance Insurance Company ("License Bond Surety") is a California
3 corporation that is licensed and authorized to perform and transact a surety business
4 in the State of California, which has a principal place of business in the city of South
5 San Francisco, State of California, and which does, or at all relevant times did,
6 conduct business in California as a surety.

7
8 6. CLTF is informed and believes, and on that basis alleges, that defendant
9 Old Republic Surety Company ("Old Republic Payment Bond Surety") is a
10 Wisconsin corporation that is licensed and authorized to perform and transact a
11 surety business in the State of California, which has a principal place of business in
12 the city of Brookfield, State of Wisconsin, and a principal office in California in the
13 city of Chino Hills, County of San Bernardino, State of California, and which does,
14 or at all relevant times did, conduct business in California as a surety.

15
16 7. CLTF is informed and believes, and on that basis alleges, that defendant
17 American Contractors Indemnity Company ("American Contractors Payment Bond
18 Surety") is a California corporation that is licensed and authorized to perform and
19 transact a surety business in the State of California, which has a principal place of
20 business in the city of Los Angeles, County of Los Angeles, State of California, and
21 which does, or at all relevant times did, conduct business in California as a surety.

22
23 8. CLTF is informed and believes, and on that basis alleges, that defendant
24 Athena Engineering, Inc. ("General Contractor"): is a corporation organized and
25 existing under the laws of the State of California; has a principal place of business in
26 the City of San Dimas, County of Los Angeles, State of California; and does, or at
27 all relevant times did, business in the State of California as a construction contractor
28 in an industry affecting interstate commerce.

AGREEMENTS

1
2
3 9. The Employer is, and at all relevant times was (including from at least
4 since August 1, 2016 and all times during which the events giving rise to the
5 liabilities alleged in this complaint occurred), bound to certain collective bargaining
6 agreements of the Southern California District Council of Laborers and its affiliated
7 local Unions (collectively "Laborers Union") known as the Construction Master
8 Labor Agreements, including one known as the Southern California Master Labor
9 Agreement.

10
11 10. Pursuant to the Construction Master Labor Agreements, employers
12 become – and the Employer became and is – bound to the terms and conditions of
13 the various trust agreements that created each of the Trust Funds ("Trust
14 Agreements"). When referenced collectively hereinafter, the Construction Master
15 Labor Agreements and Trust Agreements are referred to as "the Agreements."

16
17 11. Under the terms of the Agreements, employers, including the Employer,
18 are required to submit monthly fringe benefit contributions ("Monthly
19 Contributions") to the Trust Funds for all hours worked by (or paid for) their
20 employees who perform work covered by the Agreements ("Covered Work").

21
22 12. Under the terms of the Agreements, employers, including the Employer,
23 are required to submit to the Trust Funds, with their Monthly Contributions, monthly
24 reports, itemized by project, listing the names of their employees who performed
25 Covered Work, their Social Security numbers, the hours of work performed by (or
26 paid for) each, and the resulting Monthly Contributions due for them ("Monthly
27 Reports"). The Trust Funds rely on Monthly Reports – and the accuracy of those
28 reports – to determine the amount of Monthly Contributions due to the Trust Funds

1 by employers and the credit toward fringe benefits to be allocated to their
2 employees.

3
4 13. The Agreements provide for the payment of interest on delinquent
5 Monthly Contributions from the date due at a rate set by the trustees of the Trust
6 Funds. The trustees have set that rate at five percent (5%) above the prime rate set
7 by the Federal Reserve Board of San Francisco, California. The Agreements also
8 provide for the payment of liquidated damages for each month of delinquent
9 Monthly Contributions or Monthly Reports, for each Trust Fund separately, in the
10 amount of twenty percent (20%) of the delinquent Monthly Contributions due to the
11 Trust Fund or \$25, whichever is greater. In addition, employers are required to pay
12 fees for the submission of dishonored checks.

13
14 14. The failure of employers to pay Monthly Contributions when due causes
15 damages to the Trust Funds and its participants beyond the value of the unpaid
16 Monthly Contributions, which are difficult to quantify. Apart from the fees and
17 costs incurred in litigation, the harm caused includes, but is not limited to, the
18 administrative costs of processing and collecting delinquencies, the costs of
19 adjusting benefit credits and notifying participants, the additional burden placed on
20 contractors who faithfully pay their contributions, and the burden upon participants
21 and beneficiaries who may be unable to qualify for benefits they may have otherwise
22 been entitled to had it not been for the delinquency of their employer. The liquidated
23 damages provision of the Agreements was meant to compensate for the loss to the
24 Trust Funds, which is incurred even if the Monthly Contributions for a given month
25 are later paid. It is based on the Trust Funds' ratio of collection costs over amounts
26 collected, which are regularly reported to the Trust Funds' trustees.

27
28 15. Under the terms of the Agreements, employers, including the Employer,

1 agree to subcontract Covered Work only to persons or entities who are signatory to a
2 Construction Master Labor Agreement applicable to the work performed. If an
3 employer subcontracts Covered Work to a non-signatory entity, the employer
4 becomes liable to the Trust Funds in an amount equal to the Monthly Contributions
5 that would have been due if the entity had been signatory (plus interest, liquidated
6 damages and audit fees thereon).

7
8 16. Under the terms of the Agreements, employers, including the Employer,
9 agree not to subcontract Covered Work to entities that are delinquent to the Trust
10 Funds. If an employer subcontracts Covered Work to such an entity the employer
11 becomes under the terms of the Agreements liable to the Trust Funds for the
12 Monthly Contributions due by the subcontractor and any lower-tier subcontractors.

13
14 17. The Agreements provide the Trust Funds with specific authority to
15 examine the payroll and business records of employers, including the Employer, to
16 determine whether they have reported all hours worked by (or paid for) their
17 employees who perform Covered Work, and whether they have paid the appropriate
18 Monthly Contributions and other amounts due by them to the Trust Funds. The
19 Agreements further provide that employers, including the Employer, must maintain
20 records sufficient for the Trust Funds to verify proper Monthly Reporting – and,
21 where there has been inaccurate Monthly Reporting, to determine the additional
22 amounts due – and that the employer must pay the Trust Funds' audit fees if it is
23 delinquent to the Trust Funds. The Trust Funds have delegated the authority to
24 perform such audits to CLTF.

25
26 18. The Agreements require employers to pay the Trust Funds' attorneys'
27 fees and costs of litigation to enforce the Agreements' foregoing terms, including the
28 Monthly Contribution, Monthly Reporting, subcontracting and audit provisions.

1 21. CLTF is informed and believes, and on that basis alleges, that each of
2 the County Projects is a "public works" as defined in California Labor Code ("Labor
3 Code") § 1720, and that the contracts between the County and General Contractor to
4 perform work on them are "public works contracts" as defined in Civil Code § 8038
5 and California Public Contract Code § 1101. Pursuant to Labor Code § 1771, the
6 "general prevailing rate of per diem wages" must be paid to all workers employed on
7 the County Projects.

8
9 22. CLTF is informed and believes, and on that basis alleges, that the
10 General Contractor – in the capacity of a “direct contractor” (as defined in Civil
11 Code § 8018) on the County Projects – subcontracted work to the Employer as a
12 "subcontractor" (as defined in Civil Code § 8046) for the performance of Covered
13 Work on the County Projects.

14
15 23. CLTF is informed and believes, and on that basis alleges, that the
16 Employer entered into a contract with the Centinela County Valley High School
17 District (“District”) for a public work of improvement for construction, alteration,
18 demolition, installation or repair in Los Angeles County, California, paid in whole or
19 in part out of public funds for work at the Leuzinger High School (“High School
20 Project”). CLTF is informed and believes, and on that basis alleges, that the High
21 School Project is identifiable as Leuzinger High School Phase III – Historic Main
22 Building & Media Center Modernization. CLTF is informed and believes, and on
23 that basis alleges, that the District has an ownership interest in the real property on
24 which the High School Project was performed ("District Property").

25
26 24. CLTF is informed and believes, and on that basis alleges, that the High
27 School Project is a "public works" as defined in California Labor Code ("Labor
28 Code") § 1720, and that the contract between the District and Employer to perform

1 work on it is a "public works contract" as defined in Civil Code § 8038 and
2 California Public Contract Code § 1101. Pursuant to Labor Code § 1771, the
3 "general prevailing rate of per diem wages" must be paid to all workers employed on
4 the High School Project.

5
6 25. CLTF is informed and believes, and on that basis alleges, that Employer
7 performed Covered Work on the High School Project.

8
9 **FIRST CLAIM FOR RELIEF**

10 **Against the Employer for Monetary Damages Due to Employee**

11 **Benefit Plans Pursuant to Agreements**

12 [29 U.S.C. §§ 185, 1132(g)(2) and 1145]

13
14 26. CLTF repeats, realleges and incorporates by reference each and every
15 allegation contained in paragraphs 1 through 25 above as if fully set forth here.

16
17 27. The Employer has failed to timely submit Monthly Contributions due by
18 it to the Trust Funds. Pursuant to the Agreements and ERISA sections 502(g)(2) and
19 515, 29 U.S.C. §§ 1132(g)(2) and 1145, the Employer owes the Trust Funds a
20 known amount of \$283,368.09 in, and as a result of, unpaid or late-paid Monthly
21 Contributions and related damages (and/or late-submitted Monthly Reports) for
22 months during August 2016 through March 2022 ("Known Delinquency"). The
23 Known Delinquency consists of: \$183,229.05 in unpaid Monthly Contributions;
24 \$13,487.59 in interest (through June 9, 2022); \$83,314.48 in liquidated damages;
25 \$2,880.00 in audit fees; \$35.00 in insufficient funds check fees; and \$421.97 for the
26 use of subcontractors not signatory to a collective bargaining agreement with the
27 Laborers Union applicable to the work performed.

1 28. The Trust funds and the Employer entered into an agreement tolling the
2 applicable statute of limitations for the Trust Funds (including CLTF on their behalf)
3 to file suit against the Employer to collect the portion of the Known Delinquency
4 due for the months of August 2016 through June 2019 (“Then-Known
5 Delinquency”). The tolling agreement became effective, and tolled the statute of
6 limitations as of, August 22, 2019. The remaining Then-Known Delinquency is
7 \$9,931.12, including interest through June 9, 2022, plus additional interest from June
8 9, 2022, as indicated in CLTF’s second claim for relief in its present complaint,
9 which is incorporated herein by reference.

10
11 29. CLTF will establish by proof at the time of trial or through dispositive
12 motion the Known Delinquency and any additional amounts determined to be due to
13 the Trust Funds by the Employer, including any additional Monthly Contributions,
14 interest, liquidated damages, audit fees, fees for the submission of checks not
15 honored by the bank upon which they were drawn, attorneys’ fees and costs, and
16 amounts owed as a result of work performed by subcontractors of the Employer (or
17 lower-tier subcontractors). If deemed necessary by the Court, CLTF will amend its
18 complaint to add any additional amounts determined to be due. Any and all
19 conditions to the Employer’s obligations under the Agreements to pay the Known
20 Delinquency and any additional amounts due under the Agreements to the Trust
21 Funds have been met.

22
23 30. Under the terms of the Agreements and ERISA section 502(g)(2)(D),
24 29 U.S.C. § 1132(g)(2)(D), CLTF is entitled to an award of its attorneys’ fees and
25 costs.

26 ///

27 ///

28 ///

SECOND CLAIM FOR RELIEF

Against the Employer and Principal for Monetary Damages For

Breach of Settlement Agreement

[29 U.S.C. §§ 185, 1132(g)(2) and 1145]

31. CLTF repeats, realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 30 above as if fully set forth here.

32. The Trust Funds (through CLTF), Employer and Principal entered into a conditional settlement (“Settlement Agreement”) with respect to the Employer’s Then-Known Delinquency referenced in CLTF’s first claim for relief in this complaint. In and by the terms of the Settlement Agreement, the Trust Funds agreed to waive a portion of the Employer’s Then-Known Delinquency upon, and conditioned upon, full performance of the terms of the Settlement Agreement by the Employer and Principal, including but not necessarily limited to payment of a portion of the Then-Known Delinquency in monthly installments (“Payment Plan”) and strict compliance with the terms of the Monthly Reporting, Monthly Contribution and audit provisions of the Agreements during a “Compliance Period” extending through the term of the Payment Plan and the date of payment of any delinquent amounts determined to be due by a “Compliance Audit” following remittance of the Payment Plan installments. Under the terms of the Settlement Agreement, the Principal became bound to it to the same extent as the Employer and became liable for the amounts due to the Trust Funds under its terms, including the amounts due upon breach.

33. The Then-Known Delinquency covered delinquent amounts due for months during August 2016 through June 2019. The Trust Funds, Employer and Principal entered into an agreement tolling the applicable statute of limitations for

1 the Trust Funds (including CLTF on their behalf) to file suit to collect the Then-
2 Known Delinquency. The tolling agreement became effective, and tolled the statute
3 of limitations as of, August 22, 2019.

4
5 34. Under the express terms of the Settlement Agreement, each of the
6 following constitutes a failure of performance and a breach of the Settlement
7 Agreement by the Employer and Principal: failure to timely remit Payment Plan
8 installments in accordance with the terms of the Settlement Agreement; and failure
9 to, during the Compliance Period, strictly comply with the Employer's obligations
10 under the terms of the Agreements, including but not limited to (a) failure to timely
11 submit Monthly Reports disclosing all of the work for which Monthly Contributions
12 are due with payment of the Monthly Contributions due, (b) failure to comply with
13 obligations regarding the use of subcontractors, (c) failure to comply with the
14 obligation to maintain adequate documentation of work performed in order for the
15 Trust Funds to determine through audit whether the Employer has complied with the
16 Monthly Reporting and Contribution requirements of the Agreements, and (c) failure
17 to, during the Compliance Period, comply with the obligation under the Agreements
18 to provide the Trust Funds with full access to the Employer's books and records to
19 complete an audit, including but not limited to the Compliance Audit.

20
21 35. The Employer and Principal breached the Settlement Agreement in at
22 least the following ways: (a) failing to timely remit Payment Plan installments;
23 (b) failing during the Compliance Period to timely submit Monthly Reports
24 disclosing all of the work for which Monthly Contributions are due with payment of
25 the Monthly Contributions due; and (c) failing to provide the Trust Funds with full
26 access to its books and records to complete the Compliance Audit.

27
28 36. As a result of the breach by the Employer and Principal of the Settlement

1 Agreement: (a) the conditions in the Settlement Agreement for waiver of a portion of
 2 the Then-Known Delinquency were not met and the Settlement Agreement does not
 3 bar collection of any unsatisfied amounts of that delinquency by any lawful means,
 4 including through enforcement of the Settlement Agreement and the Agreements;
 5 and (b) under the terms of the Settlement Agreement, the full amount of the Then-
 6 Known Delinquency became immediately, and is presently, due and owing jointly
 7 and severally by the Employer and Principal to the Trust Funds, minus any Payment
 8 Plan installments made plus interest at the Trust Funds' plan rate. The amount due
 9 jointly and severally by the Employer and Principal for their breach of the Settlement
 10 Agreement is \$9,931.12 as of June 9, 2022 plus additional interest from June 9,
 11 2022. Any and all conditions to the obligation of the Employer and Principal under
 12 the Settlement Agreement to pay this amount have been met.

13
 14 37. Under the terms of the Settlement Agreement and 29 U.S.C.
 15 § 1132(g)(2)(D), CLTF is entitled to an award of its attorneys' fees and costs.

16 17 **THIRD CLAIM FOR RELIEF**

18 **Against the License Bond Surety for Monetary Damages**

19 **Through Enforcement of License Bond**

20 [28 U.S.C. § 1367(a); Cal. Bus & Prof. Code § 7071.11(d)]
 21

22 38. CLTF repeats, realleges and incorporates by reference each and every
 23 allegation contained in paragraphs 1 through 37 above as if fully set forth here.
 24

25 39. The Trust Funds are "Laborers" under California Civil Code ("Civil
 26 Code") § 8024(b). As such, they are beneficiaries of the License Bond under
 27 California Business and Professions Code ("Business and Professions Code")
 28 § 7071.5(e).

1 40. CLTF submitted a claim against the License Bond for Monthly
 2 Contributions due by the Employer to the Trust Funds ("License Bond Claim").
 3 Pursuant to Business and Professions Code §§ 7071.5(e) and 7071.11(a), and, upon
 4 information and belief, the terms of the License Bond, the License Bond Surety is
 5 required to pay the Trust Funds up to the penal sum of the License Bond for the
 6 failure of its principal, the Employer, to remit Monthly Contributions to the Trust
 7 Funds.

8
 9 41. The License Bond Surety has not paid the License Bond Claim as
 10 required by the above-referenced statutes, and, upon information and belief, the
 11 terms of the License Bond.

12
 13 42. CLTF brings this claim for relief on behalf of the Trust Funds under
 14 Business and Professions Code § 7071.11(d) to enforce the terms of the License
 15 Bond to recover a portion of the amount due by the Employer to the Trust Funds (up
 16 to the penal sum of the License Bond).

17 18 **FOURTH CLAIM FOR RELIEF**

19 **Against Old Republic Payment Bond Surety and the General Contractor for** 20 **Monetary Damages Through Enforcement of JOC 9 Project Payment Bond**

21 [Cal. Civ. Code §§ 8024(b) and (c), 9100(a)(1) and (2), 9554(b)(1) and (c)]
 22

23 43. CLTF repeats, realleges and incorporates by reference each and every
 24 allegation contained in paragraphs 1 through 42 above as if fully set forth here.

25
 26 44. CLTF is informed and believes, and on that basis alleges, that Old
 27 Republic Payment Bond Surety issued a payment bond naming the General
 28 Contractor as principal, covering work performed on the JOC 9 Project, including

1 Monthly Contributions due by the Employer to the Trust Funds for work on the JOC
2 9 Project ("JOC 9 Payment Bond").

3
4 45. CLTF is informed and believes, and on that basis alleges, that under the
5 terms of the JOC 9 Payment Bond Old Republic Payment Bond Surety is a guarantor
6 of the compensation that must be remitted to the Trust Funds for Covered Work on
7 the JOC 9 Project, including the amount due by the Employer to the Trust Funds in
8 Monthly Contributions and interest thereon. The employees of the Employer who
9 performed Covered Work on the JOC 9 Project are among the persons authorized to
10 file a payment bond claim pursuant to Civil Code §§ 9100(a)(1) and (2), and
11 9554(b)(1) and (c). The Trust Funds are the assignees of the portion of those
12 employees' compensation payable as Monthly Contributions. The Trust Funds have
13 standing to file and enforce a payment bond claim for such compensation pursuant to
14 Civil Code §§ 8024(b) and (c), 9100(a)(2) and 9554(c). Pursuant to Civil Code
15 §§ 9300(b)(1) and 9560(e), the Trust Funds – as "Laborers" within the meaning of
16 Civil Code § 8024(b) and (c) – are exempt from the preliminary notice requirements
17 of Civil Code §§ 9300(a) and 9560(a) through (c).

18
19 46. Under Civil Code § 8154(a) and (c), the JOC 9 Payment Bond "shall be
20 construed most strongly against Old Republic Payment Bond Surety and in favor of
21 all persons for whose benefit the bond is given" and "the sole conditions of recovery
22 on the bond are that the claimant is a person described in [Civil Code section 8400 et
23 seq.] or in [Civil Code] Section 9100, and has not been paid the full amount of the
24 claim."

25
26 47. On or about May 24, 2022, CLTF submitted a claim on the JOC 9
27 Payment Bond for known amounts due by the Employer to the Trust Funds in
28 Monthly Contributions for work by the Employer's employees on the JOC 9 Project,

1 plus interest ("JOC 9 Payment Bond Claim"). The JOC 9 Payment Bond Claim
2 totaled \$75,898.39, consisting of \$71,721.37 in unpaid Monthly Contributions and
3 \$4,177.02 in interest through May 31, 2022. Additional interest is due, and
4 continues to accrue, at the rates required by the Agreements, the JOC 9 Payment
5 Bond and other law, including but not limited to Labor Code § 218.6 and Civil Code
6 § 3287.

7
8 48. Old Republic Payment Bond Surety has not honored its obligation under
9 the JOC 9 Payment Bond to pay the JOC 9 Payment Bond Claim. CLTF brings this
10 claim for relief on behalf of the Trust Funds to recover the JOC 9 Payment Bond
11 Claim through the enforcement of the terms of the JOC 9 Payment Bond. As the
12 principal on the JOC 9 Payment Bond, the General Contractor is also liable for the
13 amounts due under the terms of the JOC 9 Payment Bond.

14
15 49. CLTF is informed and believes, and on that basis alleges, that Old
16 Republic Payment Bond Surety's failure to pay the JOC 9 Payment Bond Claim is
17 willful. As a result, Old Republic Payment Bond Surety is required under Labor
18 Code § 203.5 to pay a penalty in an amount equal to 30 days extra compensation for
19 each Laborer Employee with respect to whom the Employer failed to remit Monthly
20 Contributions to the Trust Funds for work performed on the JOC 9 Project.

21
22 50. CLTF seeks enforcement of the JOC 9 Payment Bond to recover the
23 amounts due to the Trust Funds for the Covered Work performed by the Employer's
24 employees on the JOC 9 Project, including: the amount of the JOC 9 Payment Bond
25 Claim as submitted; additional unpaid Monthly Contributions according to proof;
26 additional interest at the rates required by the Agreements, the JOC 9 Payment Bond
27 and other law, including but not limited to Labor Code § 218.6 and Civil Code
28 § 3287; costs required by the Agreements, the JOC 9 Payment Bond and other law,

1 including but not limited to Labor Code § 218.5; attorneys' fees to the extent
 2 provided by the Agreements, the JOC 9 Payment Bond and other law, including but
 3 not limited to California Labor Code § 218.5 and Civil Code §§ 9554(b), 9564(c)
 4 and 8154; and an amount equal to 30 days extra compensation for each employee
 5 with respect to whom the Employer failed to remit Monthly Contributions to the
 6 Trust Funds for work performed on the JOC 9 Project, as a penalty under California
 7 Labor Code § 203.5.

8 9 **FIFTH CLAIM FOR RELIEF**

10 **Against Old Republic Payment Bond Surety and the General Contractor for** 11 **Monetary Damages Through Enforcement of JOC 12 Project Payment Bond**

12 [Cal. Civ. Code §§ 8024(b) and (c), 9100(a)(1) and (2), 9554(b)(1) and (c)]
 13

14 51. CLTF repeats, realleges and incorporates by reference each and every
 15 allegation contained in paragraphs 1 through 50 above as if fully set forth here.
 16

17 52. CLTF is informed and believes, and on that basis alleges, that Old
 18 Republic Payment Bond Surety issued a payment bond naming the General
 19 Contractor as principal, covering work performed on the JOC 12 Project, including
 20 Monthly Contributions due by the Employer to the Trust Funds for work on the JOC
 21 12 Project ("JOC 12 Payment Bond").
 22

23 53. CLTF is informed and believes, and on that basis alleges, that under the
 24 terms of the JOC 12 Payment Bond Old Republic Payment Bond Surety is a
 25 guarantor of the compensation that must be remitted to the Trust Funds for Covered
 26 Work on the JOC 12 Project, including the amount due by the Employer to the Trust
 27 Funds in Monthly Contributions and interest thereon. The employees of the
 28 Employer who performed Covered Work on the JOC 12 Project are among the

1 persons authorized to file a payment bond claim pursuant to Civil Code §§
2 9100(a)(1) and (2), and 9554(b)(1) and (c). The Trust Funds are the assignees of the
3 portion of those employees' compensation payable as Monthly Contributions. The
4 Trust Funds have standing to file and enforce a payment bond claim for such
5 compensation pursuant to Civil Code §§ 8024(b) and (c), 9100(a)(2) and 9554(c).
6 Pursuant to Civil Code §§ 9300(b)(1) and 9560(e), the Trust Funds – as "Laborers"
7 within the meaning of Civil Code § 8024(b) and (c) – are exempt from the
8 preliminary notice requirements of Civil Code §§ 9300(a) and 9560(a) through (c).
9

10 54. Under Civil Code § 8154(a) and (c), the JOC 12 Payment Bond "shall be
11 construed most strongly against Old Republic Payment Bond Surety and in favor of
12 all persons for whose benefit the bond is given" and "the sole conditions of recovery
13 on the bond are that the claimant is a person described in [Civil Code section 8400 et
14 seq.] or in [Civil Code] Section 9100, and has not been paid the full amount of the
15 claim."
16

17 55. On or about May 17, 2022, CLTF submitted a claim on the JOC 12
18 Payment Bond for known amounts due by the Employer to the Trust Funds in
19 Monthly Contributions for work by the Employer's employees on the JOC 12
20 Project, plus interest ("JOC 12 Payment Bond Claim"). The JOC 12 Payment Bond
21 Claim totaled \$5,336.78, consisting of \$5,097.85 in unpaid Monthly Contributions
22 and \$238.93 in interest through June 1, 2022. Additional interest is due, and
23 continues to accrue, at the rates required by the Agreements, the JOC 12 Payment
24 Bond and other law, including but not limited to Labor Code § 218.6 and Civil Code
25 § 3287.
26

27 56. Old Republic Payment Bond Surety has not honored its obligation under
28 the JOC 12 Payment Bond to pay the JOC 12 Payment Bond Claim. CLTF brings

1 this claim for relief on behalf of the Trust Funds to recover the JOC 12 Payment
2 Bond Claim through the enforcement of the terms of the JOC 12 Payment Bond. As
3 the principal on the JOC 12 Payment Bond, the General Contractor is also liable for
4 the amounts due under the terms of the JOC 12 Payment Bond.

5
6 57. CLTF is informed and believes, and on that basis alleges, that Old
7 Republic Payment Bond Surety's failure to pay the JOC 12 Payment Bond Claim is
8 willful. As a result, Old Republic Payment Bond Surety is required under Labor
9 Code § 203.5 to pay a penalty in an amount equal to 30 days extra compensation for
10 each Laborer Employee with respect to whom the Employer failed to remit Monthly
11 Contributions to the Trust Funds for work performed on the JOC 12 Project.

12
13 58. CLTF seeks enforcement of the JOC 12 Payment Bond to recover the
14 amounts due to the Trust Funds for the Covered Work performed by the Employer's
15 employees on the JOC 12 Project, including: the amount of the JOC 12 Payment
16 Bond Claim as submitted; additional unpaid Monthly Contributions according to
17 proof; additional interest at the rates required by the Agreements, the JOC 12
18 Payment Bond and other law, including but not limited to Labor Code § 218.6 and
19 Civil Code § 3287; costs required by the Agreements, the JOC 12 Payment Bond and
20 other law, including but not limited to Labor Code § 218.5; attorneys' fees to the
21 extent provided by the Agreements, the JOC 12 Payment Bond and other law,
22 including but not limited to California Labor Code § 218.5 and Civil Code
23 §§ 9554(b), 9564(c) and 8154; and an amount equal to 30 days extra compensation
24 for each employee with respect to whom the Employer failed to remit Monthly
25 Contributions to the Trust Funds for work performed on the JOC 12 Project, as a
26 penalty under California Labor Code § 203.5.

27 ///

28 ///

SIXTH CLAIM FOR RELIEF

**Against American Contractors Payment Bond Surety and the Employer for
Monetary Damages Through Enforcement of High School Payment Bond**

[Cal. Civ. Code §§ 8024(b) and (c), 9100(a)(1) and (2), 9554(b)(1) and (c)]

59. CLTF repeats, realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 58 above as if fully set forth here .

60. CLTF is informed and believes, and on that basis alleges, that American Contractors Payment Bond Surety issued a payment bond naming the Employer as principal, covering work performed on the High School Project, including Monthly Contributions due by the Employer to the Trust Funds for work on the High School Project ("High School Payment Bond").

61. CLTF is informed and believes, and on that basis alleges, that under the terms of the High School Payment Bond American Contractors Payment Bond Surety is a guarantor of the compensation that must be remitted to the Trust Funds for Covered Work on the High School Project, including the amount due by the Employer to the Trust Funds in Monthly Contributions and interest thereon. The employees of the Employer who performed Covered Work on the High School Project are among the persons authorized to file a payment bond claim pursuant to Civil Code §§ 9100(a)(1) and (2), and 9554(b)(1) and (c). The Trust Funds are the assignees of the portion of those employees' compensation payable as Monthly Contributions. The Trust Funds have standing to file and enforce a payment bond claim for such compensation pursuant to Civil Code §§ 8024(b) and (c), 9100(a)(2) and 9554(c). Pursuant to Civil Code §§ 9300(b)(1) and 9560(e), the Trust Funds – as "Laborers" within the meaning of Civil Code § 8024(b) and (c) – are exempt from the preliminary notice requirements of Civil Code §§ 9300(a) and 9560(a)

1 through (c).

2
3 62. Under Civil Code § 8154(a) and (c), the High School Payment Bond
4 "shall be construed most strongly against American Contractors Payment Bond
5 Surety and in favor of all persons for whose benefit the bond is given" and "the sole
6 conditions of recovery on the bond are that the claimant is a person described in
7 [Civil Code section 8400 et seq.] or in [Civil Code] Section 9100, and has not been
8 paid the full amount of the claim."

9
10 63. On or about June 3, 2022, CLTF submitted a claim on the High School
11 Payment Bond for known amounts due by the Employer to the Trust Funds in
12 Monthly Contributions for work by the Employer's employees on the High School
13 Project, plus interest ("High School Payment Bond Claim"). The High School
14 Payment Bond Claim totaled \$3,406.49, consisting of \$3,193.83 in unpaid Monthly
15 Contributions and \$212.66 in interest through June 3, 2022. Additional interest is
16 due, and continues to accrue, at the rates required by the Agreements, the High
17 School Payment Bond and other law, including but not limited to Labor Code
18 § 218.6 and Civil Code § 3287.

19
20 64. American Contractors Payment Bond Surety has not honored its
21 obligation under the High School Payment Bond to pay the High School Payment
22 Bond Claim. CLTF brings this claim for relief on behalf of the Trust Funds to
23 recover the High School Payment Bond Claim through the enforcement of the terms
24 of the High School Payment Bond. As the principal on the High School Payment
25 Bond, the Employer is also liable for the amounts due under the terms of the High
26 School Payment Bond.

27
28 65. CLTF is informed and believes, and on that basis alleges, that American

Contractors Payment Bond Surety's failure to pay the High School Payment Bond Claim is willful. As a result, American Contractors Payment Bond Surety is required under Labor Code § 203.5 to pay a penalty in an amount equal to 30 days extra compensation for each Laborer Employee with respect to whom the Employer failed to remit Monthly Contributions to the Trust Funds for work performed on the High School Project.

66. CLTF seeks enforcement of the High School Payment Bond to recover the amounts due to the Trust Funds for the Covered Work performed by the Employer's employees on the High School Project, including: the amount of the High School Payment Bond Claim as submitted; additional unpaid Monthly Contributions according to proof; additional interest at the rates required by the Agreements, the High School Payment Bond and other law, including but not limited to Labor Code § 218.6 and Civil Code § 3287; costs required by the Agreements, the High School Payment Bond and other law, including but not limited to Labor Code § 218.5; attorneys' fees to the extent provided by the Agreements, the High School Payment Bond and other law, including but not limited to California Labor Code § 218.5 and Civil Code §§ 9554(b), 9564(c) and 8154; and an amount equal to 30 days extra compensation for each employee with respect to whom the Employer failed to remit Monthly Contributions to the Trust Funds for work performed on the High School Project, as a penalty under California Labor Code § 203.5.

SEVENTH CLAIM FOR RELIEF

Against the Employer for Specific Performance of Obligation to Produce Records for Audit

[29 U.S.C. §§ 1132(a)(3) and 1132(g)(2)(E)]

67. CLTF repeats, realleges and incorporates by reference each and every

1 allegation contained in paragraphs 1 through 66 above as if fully set forth here.

2
3 68. CLTF requests that the Court exercise its authority under ERISA
4 sections 502(a)(3) and (g)(2)(E), 29 U.S.C. §§ 1132(a)(3) and (g)(2)(E) to order the
5 Employer to comply with its obligation under the Agreements and ERISA to fully
6 produce its books and records in order for CLTF to complete an audit to determine if
7 additional amounts are due.

8
9 69. An award of attorneys' fees and costs is provided for by Agreements and
10 under ERISA sections 502(g)(1) and/or (g)(2), 29 U.S.C. § 1132(g)(1) and/or (g)(2).

11
12 **WHEREFORE, CLTF prays for judgment as follows:**

13
14 ON CLTF'S FIRST CLAIM FOR RELIEF

15 [Against the Employer for Monetary Damages Due to Employee Benefit Plans]

16
17 A. For \$183,229.05 in unpaid Monthly Contributions, as required by the
18 Agreements and 29 U.S.C. § 1132(g)(2)(A).

19
20 B. For \$13,487.59 in interest through June 9, 2022 on unpaid or late paid
21 Monthly Contributions at the rate of five percent above the variable prime rate set by
22 the Federal Reserve Board of San Francisco, California, plus such additional interest
23 that has or does hereafter accrue from June 9, 2022, as required by the Agreements
24 and 29 U.S.C. § 1132(g)(2)(B).

25
26 C. For \$83,314.48 in liquidated damages for unpaid and late-paid Monthly
27 Contributions at, for each of the Trust Funds separately, the greater of 20% or \$25,
28 as required by the Agreements and 29 U.S.C. § 1132(g)(2)(C).

1 D. For \$2,880.00 in audit fees, as required by the Agreements and
2 29 U.S.C. § 1132(g)(2)(E).

3
4 E. For \$35.00 in insufficient funds check fees, as required by the
5 Agreements and provided under 29 U.S.C. § 1132(g)(2)(E).

6
7 F. For \$421.97 for the use of subcontractors not signatory to a collective
8 bargaining agreement with the Laborers Union, as required by the Agreements.

9
10 G. For, according to proof, any additional Monthly Contributions, interest,
11 liquidated damages, audit fees, insufficient funds check fees, and amounts owed as a
12 result work performed by any subcontractors of the Employer (or lower-tier
13 subcontractors) determined to be due, pursuant to the Agreements and 29 U.S.C.
14 §§ 1132(g)(2) and 1145.

15
16 H. For reasonable attorneys' fees and costs of suit, as required by the
17 Agreements and 29 U.S.C. § 1132(g)(2)(D).

18
19 I. For such other relief that this Court deems appropriate, pursuant to any
20 authority of the Court, including but not limited to the authority established by
21 29 U.S.C. §§ 1132(g)(2)(E) and 1132(a)(3).

22
23 ON CLTF'S SECOND CLAIM FOR RELIEF

24 [Against the Employer and Principal for Monetary Damages for
25 Breach of Settlement Agreement]

26
27 A. For \$9,931.12, pursuant to the Settlement Agreement and applicable law,
28 including but not limited to 29 U.S.C. §§ 185, 1132(g)(2) and 1145, and California

1 Civil Code § 3302, and any other damages arising from the breach of the Settlement
2 Agreement by the Employer and Principal.

3
4 B. For interest at the Trust Funds' plan rate(s) per annum from June 9, 2022,
5 pursuant to terms of the Settlement Agreement and applicable law, including but not
6 limited to 29 U.S.C. § 1132(g)(2)(B) and 1145 California Civil Code §§ 3287, 3289
7 and 3302.

8
9 C. For attorneys' fees and costs of collection, pursuant to the Settlement
10 Agreement and applicable law, including but not limited to 29 U.S.C.
11 § 1132(g)(2)(D), California Civil Procedure Code § 1032(b), and California Civil
12 Code § 1717.

13
14 D. For such other relief that this Court deems appropriate, pursuant to any
15 authority of the Court, including, but not limited to, the authority established by
16 29 U.S.C. §§ 1132(g)(2)(E) and 1132(a)(3).

17
18 ON CLTF'S THIRD CLAIM FOR RELIEF

19 [Against the License Bond Surety for Monetary Damages
20 Through Enforcement of License Bond]

21
22 A. For enforcement of the License Bond pursuant to California Business
23 and Professions Code §§ 7071.5(e) and 7071.11(a).

24
25 B. For the penal sum of the License Bond, plus interest at the rate or rates
26 required by law, including California Labor Code § 218.6, from the respective days
27 the Monthly Contributions providing the basis for the License Bond Claim became
28 due.

1 C. For reasonable attorneys' fees and costs.

2
3 D. For such other relief that this Court deems appropriate.

4
5 ON CLTF'S FOURTH CLAIM FOR RELIEF

6 [Against Old Republic Payment Bond Surety and the General Contractor
7 for Monetary Damages Through Enforcement of the JOC 9 Payment Bond]

8
9 A. For \$71,721.37 in unpaid Monthly Contributions due to the Trust Funds
10 guaranteed by the JOC 9 Payment Bond for Covered Work performed by the
11 Employer's employees on the JOC 9 Project.

12
13 B. For \$4,177.02 in interest on the unpaid Monthly Contributions through
14 May 31, 2022.

15
16 C. For additional interest at the rates from May 31, 2022 required by the
17 Agreements, the JOC 9 Payment Bond and other law, including but not limited to
18 California Labor Code § 218.6 and California Civil Code § 3287.

19
20 D. For, according to proof, additional amounts in Monthly Contributions
21 and interest owed to the Trust Funds by the Employer for Covered Work on the
22 JOC 9 Project.

23
24 E. For costs required by the Agreements, the JOC 9 Payment Bond and
25 other law, including but not limited to California Labor Code § 218.5 and California
26 Civil Code § 9364(a).

27
28 F. For reasonable attorneys' fees to the extent recoverable pursuant to the

1 Agreements, the JOC 9 Payment Bond and other law, including California Labor
2 Code § 218.5 and Civil Code §§ 9554(b), 9564(c) and 8154.

3
4 G. For an amount equal to 30 days extra compensation for each employee
5 with respect to whom the Employer failed to submit Monthly Contributions to the
6 Trust Funds for Covered Work performed on the JOC 9 Project, as a penalty under
7 California Labor Code § 203.5.

8
9 H. For such other relief that this Court deems appropriate.

10
11 ON CLTF'S FIFTH CLAIM FOR RELIEF

12 [Against Old Republic Payment Bond Surety and the General Contractor
13 for Monetary Damages Through Enforcement of the JOC 12 Payment Bond]

14
15 A. For \$5,097.85 in unpaid Monthly Contributions due to the Trust Funds
16 guaranteed by the JOC 12 Payment Bond for Covered Work performed by the
17 Employer's employees on the JOC 12 Project.

18
19 B. For \$238.93 in interest on the unpaid Monthly Contributions through
20 June 1, 2022.

21
22 C. For additional interest at the rates from June 1, 2022 required by the
23 Agreements, the JOC 12 Payment Bond and other law, including but not limited to
24 California Labor Code § 218.6 and California Civil Code § 3287.

25
26 D. For, according to proof, additional amounts in Monthly Contributions
27 and interest owed to the Trust Funds by the Employer for Covered Work on the JOC
28 12 Project.

1 E. For costs required by the Agreements, the JOC 12 Payment Bond and
2 other law, including but not limited to California Labor Code § 218.5 and California
3 Civil Code § 9364(a).

4
5 F. For reasonable attorneys' fees to the extent recoverable pursuant to the
6 Agreements, the JOC 12 Payment Bond and other law, including California Labor
7 Code § 218.5 and Civil Code §§ 9554(b), 9564(c) and 8154.

8
9 G. For an amount equal to 30 days extra compensation for each employee
10 with respect to whom the Employer failed to submit Monthly Contributions to the
11 Trust Funds for Covered Work performed on the JOC 12 Project, as a penalty under
12 California Labor Code § 203.5.

13
14 H. For such other relief that this Court deems appropriate.

15
16 ON CLTF'S SIXTH CLAIM FOR RELIEF

17 [Against American Contractors Payment Bond Surety and the Employer for
18 Monetary Damages Through Enforcement of the High School Payment Bond]

19
20 A. For \$3,193.83 in unpaid Monthly Contributions and due to the Trust
21 Funds guaranteed by the High School Payment Bond for Covered Work performed
22 by the Employer's employees on the High School Project.

23
24 B. For \$212.66 in interest on the unpaid Monthly Contributions through
25 June 3, 2022.

26
27 C. For additional interest at the rates from June 3, 2022 required by the
28 Agreements, the High School Payment Bond and other law, including but not limited

1 to California Labor Code § 218.6 and California Civil Code § 3287.

2
3 D. For, according to proof, additional amounts in Monthly Contributions
4 and interest owed to the Trust Funds by the Employer for Covered Work on the High
5 School Project.

6
7 E. For costs required by the Agreements, the High School Payment Bond
8 and other law, including but not limited to California Labor Code § 218.5 and
9 California Civil Code § 9364(a).

10
11 F. For reasonable attorneys' fees to the extent recoverable pursuant to the
12 Agreements, the High School Payment Bond and other law, including California
13 Labor Code § 218.5 and Civil Code §§ 9554(b), 9564(c) and 8154.

14
15 G. For an amount equal to 30 days extra compensation for each employee
16 with respect to whom the Employer failed to submit Monthly Contributions to the
17 Trust Funds for Covered Work performed on the High School Project, as a penalty
18 under California Labor Code § 203.5.

19
20 H. For such other relief that this Court deems appropriate.

21
22 ON CLTF'S SEVENTH CLAIM FOR RELIEF

23 [Against the Employer for Specific Performance of
24 Obligation to Produce Records for Audit]

25
26 A. For the issuance of injunctive relief pursuant to the Agreements and
27 29 U.S.C. §§ 1132(g)(2)(E) and/or 1132(a)(3) ordering the Employer and its
28 managing officers, managing employees, agents and successors, as well as all those

1 in active concert or participation with any one or more of them, to submit to an audit
2 of the Employer's records from at least January 1, 2019, to fully cooperate with
3 CLTF with respect to the audit in order for CLTF to determine the total amount due
4 to the Trust Funds by the Employer, and, specifically, to produce to CLTF the
5 following payroll and business records – and any other records determined by CLTF
6 to be necessary to conduct a full audit – for inspection, examination and copying:

7
8 A.1. All of the Employer's payroll and employee records, as well
9 as any other records that might be relevant to a determination of the work performed
10 by the Employer, its employees, its subcontractors, its lower-tier subcontractors and
11 the employees of the Employer's subcontractors and lower-tier subcontractors,
12 including but not limited to payroll journals, employee earnings records, certified
13 payroll records, payroll check books and stubs, cancelled payroll checks, payroll
14 time cards and state and federal tax returns (and all other state and federal tax
15 records), as well as labor distribution journals and any other records that might be
16 relevant to an identification of the employees who performed work for the Employer,
17 its subcontractors or lower-tier subcontractors, or which might be relevant to a
18 determination of the projects on which the Employer, its employees, its
19 subcontractors, lower-tier subcontractors or the employees of its subcontractors or
20 lower-tier subcontractors performed work, including any records that provide the
21 names, addresses, Social Security numbers, job classification or the number of hours
22 worked by any one or more employee;

23
24 A.2. All of the Employer's job files for each contract, project or
25 job on which the Employer, its employees, its subcontractors, its lower-tier
26 subcontractors or the employees of its subcontractors or lower-tier subcontractors
27 worked, including but not limited to all correspondence, agreements and contracts
28 between the Employer and any general contractor, subcontractor, owner, builder or

1 developer, as well as all field records, job records, notices, project logs, supervisors'
2 diaries and notes, employees' diaries and notes, memoranda, releases and any other
3 records that relate to the supervision of the Employer's employees, its
4 subcontractors, its lower-tier subcontractors or the employees of its subcontractors
5 and lower-tier subcontractors, or the projects on which the Employer, its employees,
6 its subcontractors, its lower-tier subcontractors or the employees of its
7 subcontractors or lower-tier subcontractors performed work;

8
9 A.3. All of the Employer's records related to cash receipts,
10 including but not limited to the Employer's cash receipts journals, accounts
11 receivable journals, accounts receivable subsidiary ledgers and billing invoices for
12 all contracts, projects and jobs on which the Employer, its employees, its
13 subcontractors, its lower-tier subcontractors or the employees of its subcontractors or
14 lower-tier subcontractors performed work;

15
16 A.4. All of the Employer's bank statements, including but not
17 limited to those for all checking, savings and investment accounts;

18
19 A.5. All of the Employer's records related to disbursements,
20 including but not limited to vendors' invoices, cash disbursement journals, accounts
21 payable journals, check registers and all other records which indicate disbursements;

22
23 A.6. All collective bargaining agreements between the Employer
24 and any trade union, and all records of contributions by the Employer to any trade
25 union trust fund; and

26
27 A.7. All records related to the formation, licensing, renewal or
28 operation of the Employer.

1 B. For reasonable attorneys' fees and costs of suit, as required by the
2 Agreements and provided for under 29 U.S.C. § 1132(g)(1) and/or (g)(2).

3
4 C. For such other relief that this Court deems appropriate, pursuant to any
5 authority of the Court, including but not limited to the authority established by
6 29 U.S.C. §§ 1132(g)(2)(E) and 1132(a)(3).

7
8 DATED: June 10, 2022

REICH, ADELL & CVITAN
A Professional Law Corporation

9
10
11 By: /s/ Peter A. Hutchinson
12 PETER A. HUTCHINSON
13 Attorneys for Plaintiff
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28